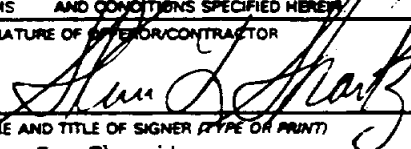



SOLICITATION/CONTRACT ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUESTION NUMBER N/A		PAGE 1 OF	
2. CONTRACT NO SP0300-00-D-2976		3. AWARD/EFFECTIVE DATE 17 OCT 1998		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0300-99-R-D008	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME BRENDA M. HALL		6. TELEPHONE NUMBER (No collect calls) (215) 737-4225		6. SOLICITATION ISSUE DATE 23 OCT 1998	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA ATTN: DSCP-HFVE 2800 SOUTH 20TH STREET PHILADELPHIA, PA 19145		CODE SP0102		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. THIS ACQUISITION IS <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY Same as Block #9		CODE	
17a. CONTRACTOR OFFEROR U. S. Foodservice, Continental Foods Div. 8024 Telegraph Road, P.O. Box 728 Severn, MD 21144 TELEPHONE NO 410-551-2000		CODE 031M2 FACILITY CODE		18a. PAYMENT METHOD DFAS - Columbus Center ATTN: DFAS-CO-SES, PO BOX 18217 COLUMBUS, OH 43218-6260		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	THIS SUBSISTENCE PRIME VENDOR						
	SOLICITATION IS FOR FULL FOOD SERVICE						
	DISTRIBUTION SUPPORT FOR THE WASHINGTON						
	DC HOSPITALS AND JOB CORPS CENTERS.						
Ordering Period: One year from effective date of contract (10 Dec 99 - 09 Dec 00).							
Attach Additional Sheets as Necessary: with 4 (1) year options							
25. ACCOUNTING AND APPROPRIATION DATA SI 9714961.5103.26.0 S36-030 Base Year Estimate \$7.4 million				26. TOTAL AWARD AMOUNT (For Govt. Use Only) (\$1.85 million) 25% minimum			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN				29. AWARD OF CONTRACT: REFERENCE SP0300-99-R-D008 OFFER <input checked="" type="checkbox"/> DATED 12/3/98 <input type="checkbox"/> BLOCK YOUR OFFER ON SOLICITATION Amendments 0001-0008 \$, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Steven L. Shavitz National Account Director		30c. DATE SIGNED 12/03/98		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) BARBARA L. JORDAN		31c. DATE SIGNED 12/01/98	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				35. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
32c. DATE SIGNED				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
41c. DATE SIGNED				42c. DATE REC'D (YY/MM/DD)			

SECTION A - SOLICITATION / CONTRACT FORM

The following amendments issued under the solicitation, referenced on page 1 are hereby incorporated as part of this contract:

Amendment 0001 dated November 18, 1998
Amendment 0002 dated November 19, 1998
Amendment 0003 dated November 23, 1998
Amendment 0004 dated November 25, 1998
Amendment 0005 dated April 23, 1999
Amendment 0006 dated September 15, 1999
Amendment 0007 dated September 29, 1999
Amendment 0008 dated November 1, 1999

The following forms a part of your offer and are hereby incorporated by reference as a part of this contract:

☒ [X] Revised Proposal for First Round Discussions dated May 7, 1999.

☒ [X] Final Proposals dated May 24, 1999.

☒ [X] Second Revised Proposals dated November 2, 1999

☒ [X] Any correspondence submitted by US Foodservice/ Continental Foods Division from the time of the solicitation closing to the time of the contract award.

NOTE: For the areas of US Foodservice/ Continental Foods Business/Technical Proposal that were rated "Highly Acceptable" (exceeded DSCP solicitation requirements), US Foodservice / Continental Foods Division will be required to provide those services which warranted the "Highly Acceptable" rating.

SECTION B - SUPPLIES / SERVICE AND PRICE

ITEM: Total food, beverage and disposable non food item support for the hospitals and job corps centers in the Washington, DC area - Prime Vendor Acquisition.

DELIVERY: The delivery points and schedule for customers listed on page 66 of the solicitation and those customers added to the solicitation under Amendments 0001 and Amendment 0005, are hereby incorporated as part of this contract.

FOB TERMS: FOB **Destination** for all terms.

PRICES: The unit prices for all items shall be in accordance with clause 52.216-9P24 "**PRICE CHANGES**" (FEB 1996) DSCP.

The unit price is determined by the "DELIVERED PRICE" plus the "DISTRIBUTION PRICE". The distribution prices will remain fixed throughout the term of the contract. The "DISTRIBUTION PRICE" for all food, beverage and disposable non-food items is determined by the following categories listed under Attachment 1 of this Contract.

If the Government determines to invoke the options, the distribution prices will remain at 0% per option year, in accordance with proposal terms.

SECTION C - DESCRIPTION / SPECIFICATIONS

Cutoff time for Electronic Order Placement: 3:00 P.M.
Orders may be placed on Sunday or Friday for Monday deliveries.

Ordering of supplies under this contract shall be performed by the ordering activity and the contractor's commercial ordering system as specified in the Solicitation.

SECTION D - PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting and rejecting product as it is delivered. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

SECTION F - DELIVERIES AND PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

PLANT LOCATION

**US FOODSERVICE
8024 TELEGRAPH ROAD
SEVERN, MD 21144**

The shipping point designated for performance of this contract is the same as the plant location identified above.

SECTION G - CONTRACT ADMINISTRATION DATA

The following clauses are incorporated in full text:

**52.242-9P13 RESPONSIBILITY FOR ADMINISTRATION AND
INSPECTION (JAN 1992) DSCP**

(A) **CORRESPONDENCE:** All pertinent correspondence relative to this contract/ order shall be directed to the administrative office set forth on page 1 of this contract/order. Contractor requests for deviations from, or waiver of, specification requirements shall be submitted to the Procuring Contracting Officer (PCO).
